

COLLECTIVE AGREEMENT

-between-

Bee Clean Building Maintenance Inc.

(Hereinafter known as the "Employer")

-and-

The Construction and General Workers Union, Local 92

(Herein known as the "Union")

For the City of Calgary

Effective August 1, 2023 to July 31, 2025

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Article 1 – Recognition

- 1.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all its employees engaged in the cleaning of the LRT stations, associated bus shelters and bus/train depots in the province of Alberta, save except supervisors and persons above the rank of supervisor.
- 1.02 Person excluded from the bargaining unit shall not perform bargaining unit work if it displaces a bargaining unit member or results in a reduction of their regular hours. The Employer agrees not to utilize persons from another bargaining unit to perform work that falls under this Agreement.

Article 2 – Union Security

- 2.01 The parties hereto agree that all employees of the Employer covered by the terms of this Agreement shall become members of the Union within 15 days of the signing of this Agreement as a condition of continued employment.
- 2.02 The Employer shall, for each pay period, deduct from the wages of each employee in the unit affected by the Collective Agreement, the amount of Union dues, including working dues, initiation fees and assessments as a condition of employment. The Union shall notify the Employer in writing of the amount of Union dues, initiation fees and assessments to be deducted in accordance herewith and the Employer shall rely upon such written notification as conclusive evidence that the amounts so deducted are in accordance with the Union's constitution and by-laws. The Union shall indemnify and save the Employer harmless from any claims, suits, judgements, attachments and from any form of liability as a result of making such deductions in accordance with the written direction of the Union.
- 2.03 The Employer shall forward such dues, initiation fees and assessments to the Secretary-Treasurer of the Union before the 15th day of the month following the month in which the deductions are made.
- 2.04 The Employer shall, when forwarding such dues, provide a list for the Secretary/Treasurer of the Union, listing the names and corresponding Social Insurance Numbers of the employees from whose pay such deductions have been made.
- 2.05 The Employer will indicate the amount of Union dues paid by employees on their T-4 slips.

Article 3 – Management Functions

- 3.01 Except to the extent explicitly abridged by specific written provision of this Agreement, the Company reserves and retains, solely and exclusively, all of its inherent rights to operate and manage its business and operations in accordance with its commitments, its obligations and responsibilities.
- 3.02 Without in any way diminishing or limiting those rights, it is understood and agreed that those rights include the right to direct and supervise the work force, hire, schedule, promote, determine work assignments, equipment and materials to be used, classify, transfer, lay-off and assign, and demote, discharge or discipline employees for just cause provided that a claim by an employee who has passed probation that he has been demoted, disciplined or discharged without just cause may be the subject of a grievance and dealt with as hereinafter provided.
- 3.03 The Company agrees that its functions will not be exercised in a manner inconsistent with the other provisions of this Agreement.
- 3.04 Copies of Employer rules will be provided to the Union. Copies of Employer rules will be provided to employees upon employee requests and the Employer shall advise the Union of any changes at least 10 days in advance of any change in rules.
- 3.05 There shall be no discrimination by the Employer against any employees because of race, religious beliefs, colour, gender, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status, sexual orientation, union membership or union activity. The Employer agrees to abide by the *Alberta Human Rights Act*.

Article 4 – No Strike / No Lockouts

- 4.01 In view of the orderly procedure established by this Agreement for the settling of disputes and handling of grievances, the Union agrees that during the lifetime of this Agreement, there will be no strikes, slowdowns, or stoppage of work, and the Employer agrees that there will be no lockout.

Article 5 – Union Stewards

- 5.01 The Employer recognizes the right of the Union to appoint Stewards as follows:
- a) 1 shift Steward and an alternate may be appointed for each shift at each work site.
 - b) If the number of employees on a shift at a particular work site exceeds 25, an additional Steward may be appointed for every 25 additional employees on that shift at that work site.

The Business Manager of the Union will notify the Employer in writing from time to time as to the names of the Steward(s) and the areas of their responsibility.

All Stewards shall be regular employees of the Employer who have passed the probationary period.

- 5.02 The Union acknowledges that Stewards have their regular duties to perform on behalf of the Employer and that such persons shall not leave their regular duties to attend to the complaints and grievances of employees without having first secured permission from their immediate supervisor, which permission shall not unreasonably be withheld. Stewards shall state their destination to their immediate Supervisor and shall report again to him at the time of their return to work, provided these steps are followed, Stewards shall not suffer loss of basic pay. The Employer reserves the right to limit the duration of such meetings, these limits shall not be unreasonable.
- 5.03 Upon client approval, an Official Representative of the Union shall have access to all work sites covered by this Agreement in carrying out their regular duties after first providing reasonable advance notice to the Supervisor or person in charge and upon the condition that they shall not interfere with the performance of the work and agrees to comply with all safety regulations on site. Information pertaining to work site locations and shifts shall be made available to the Union Representative upon request.
- 5.04 The Company acknowledges the right of the Union to appoint up to four (4) employees to serve as members of the negotiating committee in addition to any full-time Representatives the Union may appoint to the negotiating committee.
- 5.05 Where an employee is required to attend a meeting in which a written warning, suspension or discharge is to be given, the Supervisor or designate will inform the employee prior to the meeting of his or her right to have a Union Steward present at that meeting. If the employee wishes a Steward and one is not available, the Employer shall schedule the disciplinary meeting within the next twenty-four (24) hours and advise the Union Business Agent of the time and place of the meeting. If a Steward is not available the Union Business Agent may attend any such meeting.
- 5.06 In cases where the client has requested an employee be removed from the site immediately and no Steward is available the employee shall be removed from the location and a meeting will be conducted with the participation of the Business Agent within 24 hours in person or if the Business Agent is not able to meet in person then by telephone.
- 5.07 Copies of all disciplinary letters, letters of suspensions or notices of termination issued to bargaining unit members shall be provided to the Union without delay.

- 5.08 The Union may request up to a combined total of twelve (12) days off per calendar year, without pay, for Stewards in the bargaining unit, for Union business or training. Where such requests are received at least one (1) week prior to the leave and will not interfere with the Employer's operations, such requests will be approved and will not unreasonably be withheld. This leave is over and above the time required to negotiate the Collective Agreement.
- 5.09 Where the Employer conducts lay-offs, the shift Steward(s) where there is more than one shift Steward) shall be the last employee(s) to be laid off in respect of his/her shift and work site, provided the shift Steward(s) has (have) the necessary present skill and ability to do the remaining work on that shift at that work location.
- If a shift Steward is laid off, or his/her employment otherwise terminates, but there remain employees on the shift Steward's shift at the work location, the Union shall appoint a new shift Steward for that shift and work location.
- The lay-off protection in this article applies only to the designated shift Stewards, not the alternates or additional Stewards.

Article 6 – Hiring Procedure

- 6.01 The Employer will immediately upon hiring provide new employees with an orientation package provided by the Union including an application for membership. Employees will be required as a condition of hiring to complete and sign the application for membership in the Union and the Employer will return the signed applications to the Union without delay. The Employer will give consideration to hiring employees referred by the Union.
- 6.02 All Employees who are members in good standing of the Union and all Employees who become members shall, as a condition of employment, maintain their membership in good standing.
- 6.03 The Union and Employer recognize the reciprocal value of improving, by all proper and reasonable means, the productivity of the individual employee, and undertake jointly and severely to promote and encourage such improved productivity.

Article 7 – Grievance Procedure

- 7.01 The purpose of this Article is to provide an orderly procedure for the resolution and disposition of grievances.
- 7.02 A grievance is an allegation by an employee, the Union, or the Company that one party has violated this Agreement

7.03 Step 1

- a) An employee initiates a complaint by verbally notifying his or her Supervisor that he or she has a complaint and then providing the Supervisor with the details and circumstances of the matter, along with the remedy sought. If the employee so wishes they may have a Steward present at the step.

This must occur within fifteen (15) working days of the incident giving rise to the complaint. The Supervisor must respond within five (5) working days after receiving the complaint.

- b) At no time shall an employee approach Transit or City personnel with a complaint relating to the employee's employment with Bee-Clean.
- c) If the employee is satisfied with the Supervisor's response, the matter is concluded and neither the complaint nor the response shall be binding or used as a precedent by the Company or the Union.

Step 2

- a) Failing satisfactory settlement at Step 1, the grievance may be reduced to writing by the Union within fifteen (15) working days of the response in Step 1 and submitted to the Site Manager.
- b) Upon receipt of such grievance the Site Manager shall issue a written response to the Union within five (5) working days.

Step 3

- a) Failing satisfactory settlement at Step 2, the grievance shall be submitted to the Company head office and a meeting to discuss the grievance shall be arranged within five (5) working days between the Grievor, Union Business Agent and Employer Representatives at a mutually agreed to time and date. The Grievor shall not be paid by the Employer for attendance at such meeting unless it occurs during the regular working hours of the Grievor.
- b) A formal response will be issued by the Employer to the Union's Business Agent within five (5) working days of the above noted meeting.
- c) If no satisfactory settlement is reached following Step 3 the Union may notify the Employer of its intention to refer the matter to arbitration. Such notice shall be made within thirty (30) working days of receiving the Employer's Step Three response.

- 7.04 **Union, Discharge and Employer Grievances:** The Union or the Employer may initiate a policy or group grievance directly into Step 2. A claim by an employee, that she / he has been unjustly demoted, disciplined or terminated may be filed directly at Steps 2.
- 7.05 **Arbitration:**
- a) Where a grievance has been referred to arbitration it shall be settled by a single Arbitrator to be mutually agreed by the parties. If mutual agreement cannot be reached, either party may request that Mediation Services appoint a single arbitrator.
 - b) The Arbitrator shall have all the powers of an Arbitrator described in the Labour Relations Code, but for greater certainty, shall not have the power to alter or change any of the provisions of this Agreement or to substitute any new provisions to this Agreement or to otherwise render any decision inconsistent with the terms and conditions of this Agreement.
 - c) Each party shall share equally the expenses of the Arbitrator.
- 7.06 For the purpose of this Article, working days shall not include Saturdays, Sundays, and Holidays.
- 7.07 Both parties to this Agreement agree that the time limits may be extended by mutual agreement, which shall be in writing.
- 7.08 The parties agree the Employer will remove all verbal and written warnings from the employee's personnel file, provided that:
- a) No discipline is received for a period of twenty-four (24) months; and
 - b) The discipline did not involve a violation of law (including human rights) or breach of client trust.
- 7.09 The parties agree the Employer will remove all suspensions from the employee's personnel file, providing that:
- a) No discipline is received for a period of thirty-six (36) months; and
 - b) The suspension did not involve a violation of law (including human rights), breach of client trust or a drug / alcohol issue.

Article 8 – Probationary Period

- 8.01 All employees shall serve as probationary employees until they have completed 90 calendar days.

- 8.02 The Employer may release an employee during the probationary period for unsuitability. A grievance by a probationary employee alleging unjust discharge may be filed at Step 2 of the Grievance Procedure. Probationary terminations shall not be arbitrable except to the extent the termination is alleged to be a violation of Article 3.05.
- 8.03 The Union will be notified where a probationary employee is released during probation.

Article 9 – Wages

- 9.01 Hourly wages will be paid according to the classification and schedule set forth in Schedule "A".
- 9.02 Employees will be paid twice monthly. Pay stubs shall be delivered in individually sealed envelopes, or electronically where employees agree.
- 9.03 The Employer may elect to provide "automatic deposit" of net pay to the employee's bank account, in such cases, it is the sole responsibility of the employee to provide current, accurate banking information to the Employer.
- 9.04 The Employer will ensure that a Statement of Earnings is provided to employees with their pay showing the dates of the payroll period covered, social insurance number, and the following:
- a) straight-time hours paid
 - b) overtime hours paid
 - c) Statutory Holiday pay
 - d) Vacation pay
 - e) Deductions from earnings and reasons for deductions
- 9.05 Payroll errors in excess of \$100.00 or more will be rectified by direct deposit no later than 48 hours after the employer receives notice of the error. Payroll errors less than \$100.00 will be rectified on the following payroll. In cases of overpayment the parties agree that deduction shall be made in accordance with the Employment Standards Code.
- 9.06 When Employees are laid-off, discharged, or voluntarily terminates their employment, they shall be paid the wages due to them, including all holiday pay and vacation pay, and given their record of employment, not later than the next regular pay day.

Article 10 – Hours of Work and Overtime

- 10.01 The following sections are designed to identify the regular hours of work, shift hours and overtime hours and are not to be construed as a guarantee of hours of work per day, per week or with respect to day in any week.
- 10.02 The Company retains the right to schedule hours of work as necessary to meet its client commitments including compressed work weeks.
- 10.03 Overtime will be paid in accordance with the *Employment Standards Code*.
- 10.04 There shall be an unpaid lunch period of one-half (1/2) hour duration to be taken as close to the middle of the employee's shift as possible. There shall be a fifteen (15) minute paid break in each of the first half and the second half of the shift. If an employee on an eight (8) or a ten (10) hour shift is asked to work an hour or more beyond their normally scheduled hours they shall be entitled to a further 15 minute paid break to be taken at the commencement of the additional hour(s) of work.
- 10.05 The normal work schedule for each employee shall be made available to an employee or Union Business Agent upon request.
- 10.06 An employee who reports for his / her scheduled shift and finds that no work is available, will be paid for four (4) hours at his / her regular rate of pay, unless the employee received prior notification of at least eight (8) hours not to report to work, or the unavailability of work is the result of cause beyond the control of the Employer, i.e., fire, flood, strike or an act of God.
- 10.07 The Employer may change an employee's work schedule with twenty four hours (24) notice. No employee is required to report for work on a new schedule unless and until the twenty-four (24) hour notice has been given. A refusal to report for work with less than twenty-four (24) hours' notice of schedule change cannot be considered cause for discipline or termination of employment.
- 10.08 Employees are entitled to a minimum of eight (8) hours rest between shifts. No employee will be required to work with less than eight (8) hours rest.
- 10.09
- a) The Employer agrees to distribute excess and overtime work as equitably as possible among available, qualified employees. Available overtime opportunities shall be offered on a rotational basis to employees who normally work in the area and shift where the overtime is required.
 - b) Where the Employer phones employees for overtime work, the Employer will allow at least four (4) rings before hanging up and calling the next employee. If an employee does call back and reach the Supervisor before the shift is filled, they will be given the shift.

- c) Any disputes regarding the equitable assignment of work or the equitable assignment of overtime will be resolved on the basis of a remedy in kind, rather than payment for a missed assignment or opportunity.

10.10 The Employer will not reschedule any employees for the purpose of avoiding overtime.

Article 11 – Holidays

11.01 The recognized holidays for this Agreement shall be:

New Years' Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	

And any other days established under the *Employment Standards Code*.

11.02 The Employment Standards Code will apply with respect to General Holidays and General Holiday Pay.

Article 12 – Vacations

12.01 The Employer shall pay to the Employee with less than five (5) years' of service for each hour worked vacation pay equal to four (4) percent of the applicable rate of pay. Such employees shall be entitled to two (2) weeks unpaid vacation leave.

12.02 The Employer shall pay to Employees with more than five (5) years of service for each hour worked vacation pay equal to six (6) percent of the applicable rate of pay and the employee shall be entitled to three (3) weeks unpaid vacation leave.

12.03 The Employer shall pay to Employees with more than ten (10) years of service for each hour worked vacation pay equal to eight (8) percent of the applicable rate of pay and the employee shall be entitled to four (4) weeks unpaid vacation leave.

12.04 Vacation pay shall be paid out on each paycheque.

Article 13 – Leave of Absence

13.01 The Company may authorize a leave of absence without pay or benefits for personal reasons. Such request will be in writing with the reason(s) clearly stated, and must be submitted as far in advance as possible to the Manager. In the event of an emergency leave of absence the Employer may waive the request be in writing. An employee returning from such a leave shall be placed in his / her former job and shift.

- 13.02 In the event of a death of an employee's spouse, child, step-child, parent, step-parent, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, or grandchild, the Employer agrees to grant unpaid time off from scheduled work for five (5) scheduled days. The five (5) days must include or immediately precede or follow the day of the funeral.
- 13.03 The Employer agrees to provide pregnancy and parental leave in accordance with the *Alberta Employment Standards Code*. Upon return from such leave employees will be entitled to be reinstated to the same job in the same shift and work area if the position is still available.
- 13.04 An employee shall be granted one (1) day leave of absence with pay for the purpose of attending formal hearings to obtain his / her Canadian citizenship. The Employer may require proof of attendance as a condition to making payment.
- 13.05 The Employer will grant military leave, without pay, in accordance with the provisions of the *Alberta Employment Standards Code*.
- 13.06 An employee summoned to serve on a jury or as a witness shall receive the necessary time off work without pay. The employee must provide the Employer with a copy of the summons.

Article 14 – Benefits

- 14.01 Employees will be enrolled in the Union benefit plan that has been agreed to by the Parties.
- 14.02 The Employer will pay \$1.70 per hour worked toward the Union Health Benefit plan to provide coverage for employees. The remainder of the premium (if any) shall be deducted from the employee.
- 14.03 Any disputes regarding eligibility over benefits will be between the employee and the insurer and shall not be subject to the grievance and arbitration procedure.

Article 15 – Bulletin Boards

- 15.01 Subject to client approval, the Employer shall provide the Union with a bulletin board for posting notices. Where no bulletin board is available the Employer agrees to facilitate the distribution of Union provided materials to the bargaining unit members.

Article 16 – Health and Safety

- 16.01 The Company and the Union recognize the benefits to be derived from a safe and healthy place of employment. It is agreed that the Company, the employees and the Union will cooperate fully to promote safe work practices, health conditions and the enforcement of safety rules and procedures.
- 16.02 The parties agree to establish a Joint Health and Safety Committee. The Committee will be made up of two (2) Representatives of the Employer and two (2) Representatives appointed by the Union. The Committee shall meet at least once a month. Committee minutes will be taken by an administrative person provided by the Employer, who will not be a member of the Committee, and minutes shall be copied to the parties following each meeting. The recommendations of the Committee shall be fully considered by the Employer.
- 16.03 Employees are required to report injuries to their Supervisor immediately. Any employee injured on the job shall be paid for the balance of his shift on which the injury occurred at the hourly rate applicable to that shift if, as a result of such injury, the employee is sent home by a Representative of the Employer, or is hospitalized.
- 16.04 If an employee is requested by the Employer to escort the injured employee home or to a hospital, that employee shall also be paid for the balance of his or her shift.
- 16.05 No employee shall be disciplined for refusing to perform unsafe work where the employee reasonably believes that he or she would be placed at a significant and / or immediate risk to personal health or safety.

Article 17 – Red Circling

- 17.01 Where at the time this Agreement is signed, an employee has a higher wage rate or vacation rate of pay than is provided by this Agreement, they shall maintain that greater wage rate or vacation rate of pay.

Article 18 – General

- 18.01 All special equipment and all equipment necessary to perform the duties assigned to the employees shall be furnished and kept in repair by the Employer.
- 18.02 Employees temporarily assigned to perform the duties of higher rated classification shall be paid the rate of pay of that classification for the duration of the assignment if the said assignment last longer than three (3) hours.

- 18.03 For the purpose of obtaining gender neutral language in this Agreement, in some instances, plural references shall be read to refer to the singular tense, for example "they" shall mean "he or she" in the singular, and "their" shall mean "his or her" in the singular.

Article 19 – No Subcontracting

- 19.01 The Employer agrees that there will be no subcontracting out of work normally performed by bargaining unit employees if, as a result of such contracting out, a layoff of any employees in the bargaining unit results from such contracting out.
- 19.02 The Union acknowledges that snow removal may be contracted out.

Article 20 – Duration

- 20.01 This Agreement shall be in full force and effect from the 1st day of August 1, 2023, up to and including the 31st day of July, 2025 and thereafter it shall be renewed from year to year unless notice for change or termination is given as set forth below.
- 20.02 Either party to this Agreement may, not less than sixty (60) days or more than one hundred and twenty (120) days, immediately preceding the expiry date of this Agreement, require by notice in writing to the other party by registered mail, to commence Collective Bargaining for the revision, renewal or replacement of this Collective Agreement. If notice to negotiate has been given, this Agreement shall remain in full force and effect until it is renewed.
- 20.03 The Parties agree there will be no strike or lockout to resolve the terms of any renewed Collective Agreement. If the Parties are unable to mutually settle the terms, any remaining dispute will be settled by interest arbitration.

Agreed to this 17 day of October 2023.

For the Union:



John Desrosiers

Business Manager

For the Employer:



Brad Olson

Vice President Human Resources & HSE

Schedule "A"

Position	August 1, 2023	August 1, 2024
LRT Cleaner	\$17.00	\$18.00
Bus & Shelter Operator/Cleaner	\$17.25	\$18.25
Service Lane Driver	\$20.75	\$21.75
Fueler	\$19.35	\$20.35
Bee Clean Fleet Night Driver	\$18.65	\$19.65

Notes:

- Designated Team Leads will be entitled to a premium of \$1.00 per hour on the above rates.
- Any employee who is above the stipulated rates will not be reduced and will be entitled to the increases noted above.
- Where a new classification is established the employer will consult with the Union prior to establishing the rate. If the parties cannot agree, the rate will be set at expedited interest arbitration and the employer may the set rate until a decision is rendered.

LETTER OF UNDERSTANDING: Averaging Agreement – Calgary Transit

BETWEEN

Bee-Clean Building Maintenance Incorporated

"Company"

AND

Construction and General Workers' Union, Local 92

"Union"

WHEREAS the Parties are signatory to a Collective Agreement with a term August 1, 2023, to July 31, 2025;

AND WHEREAS the Company has the right to schedule hours of work as necessary to meet its clients' commitments, including compressed work weeks, pursuant to, *inter alia*, Articles 3.02 and 10.02 of the Collective Agreement;

AND WHEREAS the Parties wish to continue the gainful employment of as many bargaining unit employees as possible;

AND WHEREAS the Parties wish to enter into an Averaging Agreement applicable to bargaining unit employees working at Calgary Transit worksites, in compliance with amendments to the *Alberta Employment Standards Code* and regulations thereunder;

THEREFORE, the Parties agree as follows:

1. This Averaging Agreement will take effect on August 1, 2023, and terminate July 31, 2025. This Averaging Agreement may be extended upon mutual agreement by both parties.
2. Under this Averaging Agreement:
 - (a) Scheduled daily hours of work will be ten (10) hours per day. All shifts will be scheduled from 5:00 p.m. to 3:30 a.m.
 - (b) Scheduled weekly hours of work for each employee will be forty (40) hours.
 - (c) All employees will work four (4) days per week and have three (3) days off. Days of work will vary for different employees, based on operational needs and employee availability.
 - (d) Hours of work will be averaged over one week for the purpose of determining entitlement to overtime. Extending the period for averaging will not be permitted under this agreement.
 - (e) Daily overtime will be paid for any hours worked in excess of ten (10) hours per day, and weekly overtime will be paid for any hours worked in excess of forty (40) hours per week in the averaging period of this Averaging Agreement. Overtime pay will be paid in accordance with the Collective Agreement.

- (f) The Company may amend the work schedule and/or make temporary changes by providing twenty-four (24) hours' written notice, consistent with Article 10.07 of the Collective Agreement. Notice is not required where an accident has occurred, urgent work is necessary, or other unforeseen or unpreventable circumstances have occurred.
 - (g) The Company may cancel this Averaging Agreement, and this Letter or Understanding by providing two (2) weeks' written notice to the Union. Notice is not required where an accident has occurred, urgent work is necessary, or other unforeseen or unpreventable circumstances have occurred.
- 3. All affected bargaining unit employees will be provided with a copy of this Letter of Understanding.
 - 4. This Averaging Agreement may be executed in counterparts, by facsimile, or electronically, each of which shall be deemed an original and all shall together constitute one and the same agreement.

Agreed this 17 day of October, 2023.

For the Company:



For the Union:


